



Request for Proposal 07-X-39130

For: FOOD: Ice Cream, Northern-Central-South Zones, Various Agencies

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/27/06	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	N/A	
Mandatory Site Visit (Refer to RFP Section 1.3.3 for more information.)	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	10/12/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

Various Statewide Using Agencies

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

State of New Jersey
Cooperative Purchasing Members

Date: September 11, 2006

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of various State of New Jersey Agencies. The purpose of this RFP is to solicit bid proposals for **Ice Cream, Northern-Central-South Zones, Various Agencies**.

The intent of this RFP is to award a contract for each line item/geographic zone specified to that responsible bidder whose bid proposal(s), conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a re-procurement of the **Ice Cream North-Central-South Zone Various Agencies** term contract, presently due to expire on **September 30, 2006**.

Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter **T #0024**) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

AMS- Agricultural Marketing Service- Homepage is available at: <http://www.ams.usda.gov/>. The Agricultural Marketing Service includes six commodity programs--Cotton, Dairy, Fruit and Vegetable, Livestock and Seed, Poultry, and Tobacco. The programs employ specialists who provide standardization, grading and market news services/reports for those commodities. They enforce such Federal Laws as the Perishable Agricultural Commodities Act and the Federal Seed Act.

AOAC Methods of Analysis- One of the three methods validation programs promulgated by the Association of Analytical Communities (AOAC). Go to <http://www.aoac.org> for additional information.

Campylobacter jejuni- The leading cause of bacterial diarrhea. Contaminates raw chicken and milk. Can be cross-contaminated into uncooked foods. The bacteria are often carried by healthy cattle and by flies on farms.

CDC- Center for Disease Control can be accessed via: <http://www.cdc.gov/>.

Chilled- Produce having an internal temperature of greater than 28°F (-2.2°C) and is held under refrigerated storage temperatures which do not exceed 38°F.

Country of Origin Labeling- Perishable agricultural commodities labeled to identify the country in which they were produced.

E-coli- Escherichia Coli; bacterial pathogen that causes food poisoning [sometimes fatal] in human consumers following consumption of food or water contaminated with microscopic amounts.

Frozen- Product has an internal temperature of less than 28°F (-2.2°C) and is stored at less than 0°F (-17.8°C).

Grade- The sum of the characteristics, including but not limited to the quality and condition of the commodity at the time of grading.

Lysteria monocytogenes- found in such foods as milk, cheeses (particularly soft-ripened varieties), ice cream, raw vegetables, fermented raw-meat sausages, raw and cooked poultry, raw meats (all types), and raw and smoked fish. Its can grow at temperatures as low as 3°C.

Microbial Food Safety Hazards- Cause contamination of fresh produce and cause illness. May be caused by produce handler's health and hygiene, sanitary condition of field, facility, transportation containers, post-harvest water, fertilizer, manure or other

Salmonella- Food-borne bacteria that causes food poisoning in humans.

USDA- United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Maintains meat-grading service denoting quality of meat [determined by the class of animal, the conformation and amount of exterior fat]. Information available at www.usda.gov.

Zone- Using Agencies have been pre-divided into delivery/usage zones; Northern, Central and South. The vendor may be contracted to service one zone, two zones or all three zones dependent upon their offerings and the results of the bid review.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

REVISED FROM FORMER NJ Specification no. 2542-005-00

3.1 STANDARDIZED ITEM DESCRIPTIONS AND REGULATIONS

All frozen desserts shall be manufactured in accordance with the regulations establishing definition and commercial item description CID A-A-20342 prescribed by the U.S. Department of Agriculture (USDA).

Dairy ingredients used in all product types herein shall be those permitted by the Definitions and Standards of Identity for Frozen Desserts as found in 21CFR Part 135; April 1, 2003 et seq.

Frozen Dairy Products {ice cream, sherbet and novelties} are to be graded or inspected by the Dairy Grading Branch (DBG) Dairy Program (DP), Agricultural Marketing Service (AMS) and U.S. Department of Agriculture (USDA).

Furthermore, all frozen dairy products for which there are no USDA grades presently established in an independent CID/CFR shall conform to all applicable requirements of 7CFR58 (January 1, 2003 et seq.)

3.1.1 ICE CREAM

The ice cream shall be manufactured under commercial sanitary conditions and in compliance with all Federal and New Jersey State requirements. Where a variance exists between the State and Federal regulations, the Vendor shall comply with the more stringent of regulations promulgated. Ice cream shall be nutritious {absent of foreign substances}, wholesome and possess a pleasing and desirable flavor and appearance that is characteristic of the flavor specified. The body and texture shall be fine, velvety smooth and firm and carry a consistent appearance of creaminess throughout. Ice cream shall be free from palpable saltiness, sandiness, dehydration or ice crystals. The ice cream shall melt into a creamy smooth, crème anglais sauce-like consistency when exposed to room temperature.

3.1.2 .VANILLA

Vanilla ice cream shall contain not less than 5 ounces of natural vanilla extract or flavor, single fold, or the proportionate quantity of a higher fold natural vanilla extract or flavor, for each five gallons of ice cream mix.

Vanilla-flavored ice cream shall contain not less than two and one-half ounces of vanilla-vanillin extract two-fold, or the proportionate quantity of higher fold vanilla-vanillin extract, for each five gallons of manufactured ice cream mix.

3.1.3 SINGLE VARIETY OTHER THAN PLAIN VANILLA

For ice cream with fruit(s), nut(s), or chocolate, the ice cream shall be manufactured under commercial sanitary conditions and in full compliance with 21CFR Part 135; April 1, 2003 et seq. Ice cream shall be nutritious and shall be wholesome and possess a pleasing and desirable flavor and appearance that is characteristic of the flavor specified. The body and texture of the base ice cream product shall be as described in vanilla above. The percent of natural flavoring ingredients in the following shall be as specified here below:

Chocolate solids - not - fat, not less than	1.5 percent
Nut meats, not less than	2.0 percent
Citrus, not less than	2.0 percent
Cherry and berry, not less than	6.0 percent
Other fruit, not less than	10.0 percent
<i>The ice cream varieties in the table above may be enhanced with additional natural or artificial flavor extracts.</i>	

3.1.4 VARIEGATED

Variegated shall be vanilla ice cream with another flavor blended throughout (examples are) vanilla fudge, butterscotch swirl, raspberry ripple, etc.

3.1.5 ICE MILK

Frozen ice milk shall be wholesome and possess a pleasing and desirable flavor and appearance characteristic of the flavor specified. The body and texture shall be reasonably smooth and creamy. The flavoring requirements for ice milk shall be the same as set forth for ice cream.

3.1.6 SHERBET

Frozen fruit sherbet shall be wholesome and possess a pleasing a desirable flavor and appearance, characteristic of the flavor specified. The body and texture shall be firm and smooth; free from surface crustation, brittleness, syrup "bleeding" and large ice crystals.

3.1.7 WATER ICES

Water ice products shall be wholesome and possess a pleasing and desirable flavor and appearance, characteristic of the flavor specified. The body and texture shall be of uniform color, flavor, and firmness; free from surface crustation, brittleness, syrup "bleeding" and large ice crystals.

3.2 BRAND(S) SUPPLIED UNDER CONTRACT

Important:

The bidder must affix to its price sheet a list for each line item, of the brand name(s) of the ice cream/frozen novelties to be supplied along with the manufacturer's name and address. Failure to do so may result in the rejection of its bid proposal. The list shall be provided on the bidder's letterhead and shall follow this format:

Line Item(s) # _____

Brand: _____

Manufacturer: _____

Manufacturer Address: _____

3.3 NUTRITIONAL DATA

The bidder should furnish nutritional data sheets for each novelty and ice cream variety with their bid. Subsequent to award and during the course of the contract term [upon the request of the State of New Jersey] the vendor shall provide nutritional data sheets to the State within five (5) days of the State's request for this information.

3.4 PALATABILITY TESTING

The State reserves the right to perform palatability testing of bid samples and of products delivered throughout the contract term.

A test panel is appointed by the Chief, DSS (Distribution and Support Services) Quality Assurance Unit. Palatability testing will be supervised and conducted by the DSS Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used.

Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. In the event a product bid has been determined not to comply with the bid proposal specifications and is determined not to be acceptable, that product will be immediately deleted from the vendor's contract. The contractor will be afforded the opportunity to provide an equal product in a timely manner at the contracted price, terms and conditions.

3.5 PACKAGING & PACKING

Cartons are to be plainly marked as to State Contract number, content, weight, expiration/use by date and the **"KEEP FROZEN"** storage requirement.

3.6 DELIVERY

Delivery frequency shall be scheduled upon the arrangement between each Using Agency and the Vendor within each Zone that the vendor is contracted to supply product to as specified within the RFP text and on the Bidder's Price Sheet. Delivery frequency shall be on the average, but not limited to, one or two delivery(ies) per week per facility. *Below each Zone table, delivery scheduling information has been provided from those using agencies that have provided the Purchase Bureau with their preference(s) in advance.*

Contractor carrier personnel shall be subject to and shall comply with all security regulations and procedures for all prisons and hospitals. This may include body and vehicle searches for contraband.

AS A GENERAL RULE: Contractors must notify prisons twenty-four (24) hours prior to delivery. Failure to provide this advance notification may cause rejection of the delivery at the contractor's expense.

Vendor is contracted and authorized to deliver to only those agencies within the zone(s) for which they specifically have been awarded.

3.7 NORTH ZONE AGENCIES

As per **Line Item #0001** and **Line Item #0002** on the bidders' price sheet:

North Zone Delivery Points

State Agency & County Located In	Population Count/#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Greystone Park Psychiatric Hospital Morris County	646	Central Av Greystone Park, NJ 07950	973-538-1800 EXT 4309	973-538-1053
North Jersey Development Center Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
Cedar Grove Residential Center Essex County	30	240 Grove Avenue Cedar Grove, NJ 07009	201-857-0200	
Veterans Memorial Home PARAMUS/Bergen County	336	1 Veterans Drive Paramus, NJ 07653-0608	201-634-8200	201-967-8658
Northern State Prison Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
Warren Residential Community Home Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234

Essex Residential Community Home Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
Green Residential Community Home Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693 Ext: 27	973-962-4525
East Jersey State Prison Middlesex County	1928	U.S. Rt 1/ Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
Woodbridge Developmental Center Middlesex County	613	Rahway Avenue Woodbridge, NJ 07095	732-815-4880	
Woodbridge Developmental Child Diagnostic Center , Middlesex County	35	15 Paddock St Avenel, NJ 07001	732-499-5050	732-815-4874
Adult Diagnostic Center Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
Veterans Memorial Home MENLO PARK /Middlesex County	332	132 Evergreen Road Edison, NJ 08818-3013	732-452-4100	732-603-3016
Voorhees Residential Community Home Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4677	908-638-4670
G.W. Hagedorn Psychiatric Hospital Hunterdon County	181	200 Sanitorium Rd Glen Gardner, NJ 08826	908-537-2141 EXT 2224	908-537-3149
Elizabeth Day Program Union County	40	208 Commerce Pl Elizabeth, NJ 07201	908-965-2640	908-292-9743
Liberty Hudson Day Program Hudson County		30-32 Central Av. Jersey City, NJ 07206	201-217-7135	201-217-7238

Deliveries to Elizabeth Day Program require 24 hour notice and is available week days 9 AM -12 Noon at the front entrance/elevator.

Deliveries to the Essex Residential Community Home dock require 24 hour notification and are available on Tuesdays from 8AM – 10 AM.

Deliveries to the Green Residential Community Home require 24 hour notification and are available from 6 AM until 1 PM through the kitchen entrance abutting the driveway.

Deliveries to the Liberty Hudson Day Program require 24 hour notification and are available weekdays 9 AM – 3 PM.

Deliveries to the Voorhees Residential Community Home are available on Wednesday at the front porch boardwalk.

Deliveries to the Warren Residential Community Home are available on Wednesday/Thursday and must be unloaded in the driveway. Enter from driveway through the kitchen entrance.

3.8 CENTRAL ZONE AGENCIES

As per **Line Item #0003** and **Line Item #0004** on the bidders' price sheet:

Central Zone Delivery Points

State Agency & County Located In	#	Facility Address	Phone Number	Fax Number
Arthur Brisbane Child Treatment Center Monmouth County	30	Allaire Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
Green Brook Regional Center Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
Hunterdon Developmental Center Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	
New Lisbon Developmental Center Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
Trenton Psychiatric Hospital Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Forensic - Part of Trenton Psychiatric Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Katzenbach School for the Deaf Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
Ewing Residential Center Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	
A.C. Wagner Youth Correctional Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
Edna Mahan Correctional Facility for Women , Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473
Garden State Youth Correctional Facility Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
Mid-State Correctional Facility Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091
Mountain View Youth Correctional Facility Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
New Jersey State Prison Mercer County	1955	3rd and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
Stabilization & Reintegration Program Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
Albert Elias Residential Community Home , Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
D.O.V.E.S. Residential Community Home Burlington County	12	307 Burlington St. Bordentown, NJ 08505	609-324-3617	609-324-0955
Edison Prep Residential Community Home , Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
Fresh Start Residential Community Home Monmouth County	28	4240 Atlantic Av; Farmingdale, NJ 07727	732-938-2500	732-938-4678

Valentine Residential Community Home Burlington County	30	307 Burlington St Bordentown, NJ 08505	609-324-3617	609-324-0955
Johnstone Campus Burlington County	290	307 Burlington St Bordentown, NJ 08505	609-324-6102	609-324-3221
Monmouth Day Program Monmouth County	16	114 Hwy 33 Manalapan, NJ 07726	732-577-8509	732-577-1647
NJ Training School for Boys Middlesex County	300	State Home Rd, Box 500 Monroe Twp, NJ 08831	732-521-0030 Ext.: 243	732-521-1738
Central Reception & Assignment Facility Mercer County		721 Bear Tavern Rd Trenton, NJ 07628	609-530-2758	609-530-2756

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule. Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

Deliveries to Albert Elias Residential Community Home require 24 hour notification and are available Monday/Friday from 7 AM until 12 Noon through the right side entrance.

Deliveries to Fresh Start Residential Community Home require 24 hour notification and are available Tuesday, Wednesday and Thursday before 2 PM through the back door off of the kitchen.

Deliveries to Johnstone Campus require 24 hour notification and are available 7 AM until 3:30 PM.

Deliveries to Monmouth Day Program require 24 hour notification and are available on Thursday from 9 AM until 11 AM through the rear kitchen entrance.

Deliveries to New Jersey Training School for Boys require 24 hour notification and are available on weekdays. Directions to the secure facility are obtained at the gate entrance.

3.9 SOUTH ZONE AGENCIES

As per **Line Item #0005** and **Line Item #0006** on the bidders' price sheet:

Southern Zone Delivery Points

State Agency & County Located In	#	Facility Address	Phone Number	Fax Number
Ancora Psychiatric Hospital Camden County	619	202 Spring Garden Rd Ancora, NJ 08037-9699	609 561-1700	609 567-7397
Vineland Developmental Center Cumberland County	658 + 58 Spec pop	1676 East Landis Av Vineland, NJ 08360	609-696-6000 609-696-6155 609-696-6154	609-696-6056
Woodbine Developmental Center Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
Vineland Residential Center Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	609-696-6115	609-696-6620

Veterans Memorial Home VINELAND, Cumberland County	280	524 North West Blvd Vineland, NJ 08360-2895	856-405-4200	856-696-6885
Bayside State Prison Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377
Riverfront State Prison Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
Southern State Correctional Facility Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396
South Woods State Prison Cumberland County	3360	215 South Burlington Rd. Bridgeton, NJ 08302	856-459-7000	856-459-7531
Camden Community Service Center Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2658	856-614-2670
Campus Program Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
Manor Woods Residential Community Home , Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
Ocean Residential Community Home Monmouth County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
Pinelands Residential Community Home Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
Atlantic Youth Center (Harborfields) Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-7962
Life Skills & Leadership Academy Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527

Deliveries to Riverfront State Prison must be made between 8:30 A.M. and 11:30 A.M. Custodial requirements demand adherence to this schedule. The receiving bay can only accommodate vehicles up to 13 feet high. Nothing above that height shall be accepted at Riverfront State Prison.

Deliveries to South Woods State Prison must be made between 7:30 A.M. and 12:30 P.M. Custodial requirements demand adherence to this schedule.

Deliveries to Atlantic Youth Center are available on Friday from 5 AM until 8 PM through the loading dock.

Deliveries to Life Skills & Leadership Academy require 24 hour notification and are available weekdays.

Deliveries to Pinelands Residential Community Home require 24 – 48 hour notification and are available Monday, Thursday and Friday between 7 AM – 3:30 PM through the back porch door or dock.

Line Item #0007

is individually cut and wrapped brick style ice cream slices to be delivered to Bayside State Prison, Route 77 in Leesburg. The vendor must list the brand name(s) and flavors of pre-sliced individually wrapped ice cream that they are offering to provide.

3.10 TRANSPORTATION EQUIPMENT REQUIREMENTS

Product temperature must be maintained in accordance with the current Food and Drug Administration (FDA) Food Code during all stages of processing and storage. Shipments shall be made in mechanically refrigerated trucks with the freezer operating and the interior of the refrigeration unit not to exceed the temperature specified for the item(s) as denoted in the subsequent paragraph. Contractor will assure that all products are processed, packaged and stored in refrigerated areas that are sufficient to maintain product quality/excellence until delivery of product to the using agency.

The contractor will be responsible for delivering **frozen products**. Frozen deliverables shall not exceed an internal temperature of **0°F** [truck temperature for frozen items is not to exceed: **-10°F** in the cargo hold of mechanically refrigerated truck transporting/delivering these items]. Products exceeding 0° at time of delivery will not be acceptable. The finding of any evidence of deterioration due to mishandling, thawing and refreezing, or freezer burn will not be acceptable.

Furthermore, the cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of all delivery vehicles must be free of all obnoxious odors that may migrate into the product or the product packaging rendering the product unpalatable and un-saleable. Presence of any of these conditions will be cause for complete rejection of the delivery at the expense of the vendor.

3.11 FOODBORNE PATHOGENS AND NOTIFICATION THEREOF

Vendor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all] national, state, or local Health Department, Food Safety and Inspection Service/USDA/FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract:

(for example, but not limited to: Campylobacter jejuni, E-coli, Salmonella, Vibrio, Lysteria monocytogenes, Bovine Spongiform Encephalopathy, etc.,)

3.12 PROOF OF DELIVERY/PACKING SLIPS

Vendor is required to obtain proof of delivery signed by an authorized employee of the each of the receiving units, when the contractor delivers to that receiving unit. All shipments must be accompanied by a packing slip indicating name of contractor, Agency purchase order number, State Contract number, contents and quantity. Net weight of product shall be reflected on invoice/packing slip. Net price of product of product shall be denoted on invoice.

3.13 PRICE

Prices (both unit prices/percent markups and discounts for price lists) submitted in response to this solicitation shall be net, FOB destination, to Using Agency sites and be subject to no additional mark-up during the term of this contract. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable.

The bidder's signature guarantees that the % discount and/or % mark-up, as submitted per line item, on the price sheet is firm/locked in. Bidder's signature acknowledges that each % discount and/or % mark-up it submits on Bidder Data Sheet is the only variable used [in the mathematical formula deriving item price] in conjunction with the BRAND PRICE LIST(S) offered at bid submission.

3.14 METHOD OF BILLING AND PAYMENT

Vendor(s) will receive purchase orders generated from the using/ordering agency(ies) and submit invoices for payment to the using/ordering agency(ies) reflecting clearly and specifically only those items which that individual agency has ordered under the awarded contract. Non-contractual items can not be co-mingled on the invoice or purchase order.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary07x39130.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **[1] full, complete, and exact copy** of the original proposal.

In addition, the bidder is encouraged to submit **one full, complete, and exact ELECTRONIC copy** of the Brand Price Sheet(s) in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD).

However, the preprinted hard copy paper price list must be included with the bid proposal.

*****NOTE: The State may upload the CD price list(s) to the internet at <http://www.nj.gov/treasury/purchase/noa/contracts/t0024.shtml> in order to facilitate the Using Agency(ies) ordering from the contract. If the CD is uploaded, the contractor will NOT have to provide the Using Agency(ies) with a hard copy of the preprinted price list(s), and the contractor will not have to verify pricing and/or products.*

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.4 SUBMITTALS

The bidder must submit a current price list for various available ice cream products for price lines 00002, 00004 and 00006 in the manner set forth in Section 4.3 above. Failure to so will result in the rejection of its bid proposal for the affected price line items.

In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format to be uploaded to the internet for the Using Agencies. However, the preprinted hard copy paper price list must be included with the bid proposal.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples 00001 to 00007 for evaluation and testing purposes are to be made available at no charge and delivered to the State, at the bidder's expense. The bidder must, within 5 working days following a request from the State, submit bid samples to the State. Bid samples will not be returned. The State may conduct laboratory and tests to assure that the bid samples submitted for pricing lines 00001 to 00007 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001 to 00007. The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and

statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Bidder is required to attach to the price sheet [all of] the Brand information requested in Section 3.2 above. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 METHOD OF BIDDING AND PRICE SHEET INSTRUCTIONS

For line items 00001, 00003, 00005 and 00007, the bidder shall provide a firm, fixed unit price per each 4-ounce cup or (8-cut) quart as noted.

For the price list line items (0002, 0004, 0006) The bidder shall provide a firm fixed % discount or mark-up on the price sheet provided [affixed to the bidder's price sheet and electronically on CD ROM] at bid submission.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **One (1) Year**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>.

If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one (1) one-year period, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **90** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency[ies] is[are]** authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time

between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07x39130.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

6.0 PROPOSAL EVALUATION

6.1 CONTRACT EVALUATION

6.1.1 Price

Line items 1, 3, 5 and 7 will be evaluated based on the cost per unit (each).

6.1.1.1

Line items 2, 4 & 6, that require a discount or markup on current price list for various available Ice Cream/Frozen Novelties products, will be evaluated by random price comparisons of like items. The State seeks a variety of at minimum, twelve frozen novelty varieties. The price of randomly selected items will have the markup or discount applied to the list price, then, the prices will be added together and averaged.

6.1.1.2

Furthermore, where portion/container size varies slightly, the State may use the cost per fluid ounce as a method to analyze price per item submissions and to determine the award of contract.

6.1.2

Experience of the bidder

6.1.3

The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited

partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made on a per line item basis, with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables

and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.